



PATENT

**POWER OF ATTORNEY BY ASSIGNEE TO EXCLUSION OF INVENTOR
UNDER 37 C.F.R. § 3.71 WITH REVOCATION OF PRIOR POWERS**

The undersigned ASSIGNEE of the entire interest in:

- U.S. Patent No. _____
 U.S. application no. 09/500,702, filed on February 9, 2000

hereby appoints the following attorneys of Wilson Sonsini Goodrich & Rosati:

| Attorney Name | Reg. No. | Attorney Name | Reg. No. |
|--------------------|----------|---------------------|----------|
| Paul Davis | 29,294 | John J. Bruckner | 35,816 |
| David J. Abraham | 39,554 | David J. Weitz | 38,362 |
| George A. Willman | 41,378 | U.P. Peter Eng | 39,666 |
| Jinntung Su | 42,174 | Barbara J. Courtney | 42,442 |
| Richard L. Gregory | 42,607 | Van Mahamed | 42,828 |
| Harris, Joel | 44,743 | Chen, Shirley | 44,608 |
| Stephen Warhola | 43,237 | Mehra, Shailesh | 44,934 |
| Erik L. Oliver | 46,296 | Jonathan T. Manson | 43,774 |

and all Wilson Sonsini Goodrich & Rosati attorneys registered to practice before the United States Patent and Trademark Office, to prosecute this application and transact all business in the United States Patent and Trademark Office in connection therewith and hereby revokes all prior powers of attorney; said appointment to be to the exclusion of the inventors and the inventors' attorneys in accordance with the provisions of 37 C.F.R. § 3.71.

The following evidentiary documents establish a chain of title from the original owner to the Assignee:

(complete one of the following)

- a copy of an Assignment attached hereto, which Assignment has been (or is herewith) forwarded to the Patent and Trademark Office for recording; or
 the Assignment recorded on ____ at reel ___, frames ____ - ____.

Pursuant to 37 C.F.R. § 3.73(b) the undersigned Assignee hereby states that evidentiary documents have been reviewed and hereby certifies that, to the best of ASSIGNEE's knowledge and belief, title is in the identified ASSIGNEE.

Direct all correspondence and telephone calls to:

| | | | | | |
|---------|------------------------------------|-----------|----------------|-----|----------------|
| Name | Shaalu Mehra | | | | |
| Address | Wilson Sonsini Goodrich and Rosati | | | | |
| Address | 650 Page Mill Road | | | | |
| City | Palo Alto | State | CA | Zip | 94304 |
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ASSIGNEE: PACEWORKS, INC.

Name: X Phac Le Tuap

Phac Le Tuap, President & CEO

Date: Y 6/8/00

23:04

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PACWORKS. INC.

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Patent and Trademark Office: U.S. DEPARTMENT OF COMMERCE

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ASSIGNMENT OF APPLICATION

Docket Number 17156-703

Whereas, the undersigned:

1. CAULIOUX, Philippe
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101 Ridgewood Ave.
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680 Bellflower Ave. #2
Sunnyvale, CA 940865. MAGNIER, Jerome
14 rue des Ormeaux
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hereinafter named "Inventors", have invented certain new and useful improvements in

METHODS AND APPARATUS FOR SUPPORTING AND
IMPLEMENTING COMPUTER BASED ANIMATION

- for which an application for United States Patent was filed on FEBRUARY 9, 2000, Application No. 09/550,702
- for which an application for a United States Patent was executed on , and

WHEREAS, Paceworks, Inc., a corporation of the State of California, having a place of business at 171 S. Monroe, #201, San Jose, CA 95128, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, hereinafore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"); and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") theron granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullst extent the right, title and interest herein conveyed to the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of oaths, affidavits, specifications, declarations or other papers, and other assistance in the manner deemed necessary or desirable by said Assignee: (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument in said Assignee as of the dates written below:

Date: X 6/6/00

Philippe Cailloux

Date: X 6/6/00

Phac Lafuan

Date: X 6/7/00

Dan Lipton

Date: X 6/7/00

Antonio Tuzzi

Date: X 6/8/00

Jerome Magnier